

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

| | | | | |
|--|--|--|--|---|
| <input type="checkbox"/> Sears Holdings Corporation (18-23538) | <input type="checkbox"/> Kmart Corporation (18-23549) | <input type="checkbox"/> Sears, Roebuck & Puerto Rico, Inc. (18-23561) | <input type="checkbox"/> MyGofer LLC (18-23573) | <input type="checkbox"/> Kmart.com LLC (18-23585) |
| <input type="checkbox"/> Sears, Roebuck and Co. (18-23537) | <input type="checkbox"/> MaxServ, Inc. (18-23550) | <input type="checkbox"/> SYW Relay LLC (18-23562) | <input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574) | <input type="checkbox"/> Sears Brands Management Corporation (18-23586) |
| <input type="checkbox"/> Kmart Holding Corporation (18-23539) | <input type="checkbox"/> Private Brands, Ltd. (18-23551) | <input type="checkbox"/> Wally Labs LLC (18-23563) | <input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575) | <input type="checkbox"/> SHC Licensed Business LLC (18-23616) |
| <input type="checkbox"/> Kmart Operations LLC (18-23540) | <input type="checkbox"/> Sears Development Co. (18-23552) | <input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564) | <input type="checkbox"/> Kmart of Michigan, Inc. (18-23576) | <input type="checkbox"/> SHC Promotions LLC (18-23630) |
| <input type="checkbox"/> Sears Operations LLC (18-23541) | <input type="checkbox"/> Sears Holdings Management Corporation (18-23553) | <input type="checkbox"/> California Builder Appliances, Inc. (18-23565) | <input type="checkbox"/> SHC Desert Springs, LLC (18-23577) | <input type="checkbox"/> SRe Holding Corporation (19-22301) |
| <input type="checkbox"/> ServiceLive, Inc. (18-23542) | <input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554) | <input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566) | <input type="checkbox"/> SOE, Inc. (18-23578) | |
| <input type="checkbox"/> A&E Factory Service, LLC (18-23543) | <input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555) | <input type="checkbox"/> KBL Holding Inc. (18-23567) | <input type="checkbox"/> StarWest, LLC (18-23579) | |
| <input type="checkbox"/> A&E Home Delivery, LLC (18-23544) | <input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556) | <input type="checkbox"/> KLC, Inc. (18-23568) | <input type="checkbox"/> STI Merchandising, Inc. (18-23580) | |
| <input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545) | <input type="checkbox"/> Sears Procurement Services, Inc. (18-23557) | <input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569) | <input type="checkbox"/> Troy Coolidge No. 13, LLC (18-23581) | |
| <input type="checkbox"/> A&E Signature Service, LLC (18-23546) | <input type="checkbox"/> Sears Protection Company (PR), Inc. (18-23559) | <input type="checkbox"/> Kmart of Washington LLC (18-23570) | <input type="checkbox"/> BlueLight.com, Inc. (18-23582) | |
| <input type="checkbox"/> FBA Holdings Inc. (18-23547) | <input type="checkbox"/> Sears Protection Company (PR), Inc. (18-23559) | <input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571) | <input type="checkbox"/> Sears Brands, L.L.C. (18-23583) | |
| <input type="checkbox"/> Innovel Solutions, Inc. (18-23548) | <input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560) | <input type="checkbox"/> Kmart Stores of Texas LLC (18-23572) | <input type="checkbox"/> Sears Buying Services, Inc. (18-23584) | |

MMLID: 4808239
RECEIVED
 APR 10 2019
 PRIME CLERK LL



☐ Date Stamped Copy Returned
☐ No Self-Addressed Stamped Envelope
☒ No Copy Provided

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

| | | |
|--|--|---|
| 1. Who is the current creditor? | KEY PLAZA I INC TRUSTEE LAND TRUST AGREE Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor | |
| 2. Has this claim been acquired from someone else? | <input type="checkbox"/> No <input type="checkbox"/> Yes. From whom? | |
| 3. Where should notices and payments to the creditor be sent? | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | KEY PLAZA I INC TRUSTEE LAND TRUST AGREE 50 TICE BOULEVARD, 5 TH FLOOR C/O AUBURNDALE PROPERTIES ATTN BENJAMIN J DEMPSEY ACH#806 WOODCLIFF LAKE NJ 07675 | |
| Contact phone | 201-930-8800 | Contact phone |
| Contact email | Tbowen@aubpropertys.com | Contact email |
| 4. Does this claim amend one already filed? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) | |
| 5. Do you know if anyone else has filed a proof of claim for this claim? | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? | |

Filed on MM / DD / YYYY

Claim Number: 18339

Proof of Claim

page 1



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim?

\$ 41,727.41

Does this amount include interest or other charges?

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Retail Real Estate Lease dated 4/29/1983, as amended 12/28/1990

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☐ No

☒ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No
☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

| | |
|---|--------------------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | Amount entitled to priority \$ _____ |
| <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? ☒ No
☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

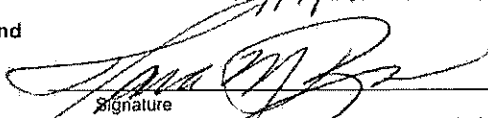
- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 4/9/11 (mm/dd/yyyy)


Signature

Print the name of the person who is completing and signing this claim:

Name of the person who is completing and signing this claim:

Name Tara M Bawn
First name Middle name Last name

Title Controller

Company Ky Plaza I, Inc Trustee of Ky Plaza Land Trust
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 50 Tice Blvd STE 320
Number Street

Woodcliff Lake NJ 07677
City State ZIP Code

Contact phone 201-930-8800 Email Tbawne@kyplaza.com

ATTACHMENT TO KEY PLAZA I, INC. PROOF OF CLAIM

CREDITOR: Key Plaza I, Inc
DEBTOR: Kmart of Michigan, Inc
CASE NO.: 18-23576

Claimant, Key Plaza I, Inc Trustee for Key Plaza Land Trust, has an unsecured claim and a first priority expense of administration pursuant to 11 Section U.S.C. 503(b)(1)(A) and 507 (a)(1) against Debtor, Kmart of Michigan, Inc, arising out of a lease, whereby the Debtor leased non-residential real property located at

Key Plaza I, Inc has a general unsecured claim in the amount of \$41,727.41 broken down as follows:

PRE-PETITION RENT OWED (Through October 15, 2018)

| | | |
|---------------------|------|--------------------|
| Minimum Rent: | | \$0.00 |
| Annual Cam Billing | 2011 | \$2,559.05 |
| Annual Cam Billing | 2015 | \$402.11 |
| Annual Cam Billing | 2017 | \$776.75 |
| Annual Cam Billing | 2018 | \$5,458.00 |
| Percentage Rent | 2018 | \$1,420.50 |
| Real Estate Taxes: | 2018 | \$31,111.00 |
| Total Pre-petition: | | <u>\$41,727.41</u> |

REJECTION CLAIM

1. Based on One Year Computation
(January 1 2019 - December 31 2019):

Minimum Rent:
CAM
Real Estate Taxes:

Total One Year Amount: \$0.00 (2)

2. Based on 15% of the remainder of the lease
(November 1, 2018 to October 31, 2021):
This total can not exceed three years of rent

| | |
|--------------------|-----------------|
| Minimum Rent: | \$0.00 |
| Real Estate Taxes: | \$0.00 |
| Insurance | \$0.00 |
| CAM | <u>\$0.00 *</u> |

Total Rent @ 15% \$0.00 (1)

Greater on 1 or 2: -

RESTORATION

Costs of restoring the building to its original state:

| | |
|-------------------------|---------------|
| TO BE DETERMINED | \$0.00 |
| Total Restoration Claim | <u>\$0.00</u> |

TOTAL CLAIM

| | |
|-------------------------|--------------------|
| Pre-Petition Rent Owed: | \$41,727.41 |
| Rejection Claim | \$0.00 |
| Restoration Claim | \$0.00 |
| Total Claim: | <u>\$41,727.41</u> |

The attached documents supporting this Proof of Claim are The Lease, Assignment of Lease, Amendment to Lease, Assignment of Lease, Letters Exercising of option, 2011 Cam Billing, 2015 Cam billing, 2017 Cam billing 2018 Cam billing and 2018 Real Estate Taxes.
The remaining documents are voluminous and not attached hereto.

Claimant Key Plaza I, Inc reserves the right to modify, amend and support the Proof Claim.

* Based upon estimates

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2011 through December 31, 2011

ORIGINAL SPACE

| TENANT: | <u>K-MART</u> | | |
|-------------------------|--------------------------------|----------------|--------------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | TENANT'S SHARE |
| LANDSCAPING | 38,971.62 | 34.82% | 13,569.28 |
| SWEEPING | 23,113.72 | 34.82% | 8,047.82 |
| PRESSURE CLEANING | 13,206.00 | 34.82% | 4,598.11 |
| RUBBISH REMOVAL | 6,883.35 | 34.82% | 2,396.67 |
| PARKING LOT REPAIRS | 10,539.00 | 34.82% | 3,669.51 |
| PLUMBING REPAIRS | 25,135.48 | 34.82% | 8,751.77 |
| GENERAL REPAIRS & MAINT | 79,665.20 | 34.82% | 27,738.13 |
| WATER & SEWER - MAIN | 80,617.15 | 34.82% | 28,069.58 |
| ELECTRICITY | 26,172.43 | 34.82% | 9,112.81 |
| MANAGEMENT FEES | <u>120,530.63</u> | 34.82% | <u>41,966.81</u> |
| | 424,834.58 | | |
| | EXPENSES | | 147,920.50 |
| Beginning 10/01/03 | <u>CAP at \$32,168.04/Year</u> | | 32,168.04 |
| | LESS CAM PAYMENTS | | <u>(32,168.04)</u> |
| | INVOICE AMOUNT | | <u>-</u> |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2011 through December 31, 2011

EXPANDED SPACE

| TENANT: | <u>K-MART</u> | | |
|-------------------------|----------------|----------------|-----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | TENANT'S SHARE |
| LANDSCAPING | 38,971.62 | 2.70% | 1,051.53 |
| SWEEPING | 23,113.72 | 2.70% | 623.65 |
| PRESSURE CLEANING | 13,206.00 | 2.70% | 356.32 |
| RUBBISH REMOVAL | 6,883.35 | 2.70% | 185.73 |
| PLUMBING REPAIRS | 24,085.48 | 2.70% | 649.87 |
| GENERAL REPAIRS & MAINT | 79,665.20 | 2.70% | 2,149.52 |
| SECURITY | 21,335.00 | 2.70% | 575.66 |
| ELECTRICITY | 26,172.43 | 2.70% | <u>706.18</u> |
| | EXPENSES | | <u>6,298.45</u> |
| | Payments | | (3,739.40) |
| | INVOICE AMOUNT | | <u>2,559.05</u> |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2015 through December 31, 2015

ORIGINAL SPACE

| TENANT: | <u>K-MART</u> | | |
|-------------------------|----------------------|----------------|----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | TENANT'S SHARE |
| LANDSCAPING | 41,336.60 | 34.82% | 14,392.73 |
| SWEEPING | 35,758.86 | 34.82% | 12,450.65 |
| PRESSURE CLEANING | 22,173.30 | 34.82% | 7,720.38 |
| RUBBISH REMOVAL | 19,143.36 | 34.82% | 6,665.41 |
| PARKING LOT REPAIRS | 51,603.53 | 34.82% | 17,967.51 |
| PLUMBING REPAIRS | 9,700.29 | 34.82% | 3,377.48 |
| GENERAL REPAIRS & MAINT | 37,630.67 | 34.82% | 13,102.39 |
| WATER & SEWER - MAIN | 28,337.22 | 34.82% | 9,866.56 |
| ELECTRICITY | 24,427.52 | 34.82% | 8,505.27 |
| MANAGEMENT FEES | 142,705.33 | 34.82% | 49,687.68 |
| | 412,816.68 | | |
| | EXPENSES | | 143,736 |
| Beginning 10/01/03 | CAP at \$36,189/Year | | 36,189 |
| | LESS CAM PAYMENTS | | (36,189) |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2015 through December 31, 2015

EXPANDED SPACE

| TENANT: | <u>K-MART</u> | | |
|-------------------------|----------------|----------------|----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | TENANT'S SHARE |
| LANDSCAPING | 41,336.60 | 2.70% | 1,115.34 |
| SWEEPING | 35,758.86 | 2.70% | 964.84 |
| PRESSURE CLEANING | 22,173.30 | 2.70% | 598.28 |
| RUBBISH REMOVAL | 19,143.36 | 2.70% | 516.52 |
| PLUMBING REPAIRS | 8,650.29 | 2.70% | 233.40 |
| GENERAL REPAIRS & MAINT | 37,104.09 | 2.70% | 1,001.14 |
| SECURITY | 105.00 | 2.70% | 2.83 |
| ELECTRICITY | 24,427.52 | 2.70% | 659.10 |
| | EXPENSES | | 5,091 |
| | Payments | | (4,689) |
| | INVOICE AMOUNT | | 402 |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2017 through December 31, 2017

REVISED 10/25/18

ORIGINAL SPACE

| TENANT: | <u>K-MART</u> | | |
|-------------------------|----------------------|----------------|----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | TENANT'S SHARE |
| LANDSCAPING | 48,720 | 34.82% | 16,963 |
| SWEEPING | 77,708 | 34.82% | 27,057 |
| PRESSURE CLEANING | 24,387 | 34.82% | 8,491 |
| RUBBISH REMOVAL | 19,267 | 34.82% | 6,708 |
| PARKING LOT REPAIRS | 49,602 | 34.82% | 17,271 |
| PLUMBING REPAIRS | 664 | 34.82% | 231 |
| GENERAL REPAIRS & MAINT | 9,133 | 34.82% | 3,180 |
| WATER & SEWER - MAIN | 34,445 | 34.82% | 11,993 |
| ELECTRICITY | 22,628 | 34.82% | 7,879 |
| STORMWATER | 41,797 | 34.82% | 14,554 |
| MANAGEMENT FEES | 142,413 | 34.82% | 49,586 |
| | 470,764 | | |
| | EXPENSES | | 163,913 |
| Beginning 10/01/03 | CAP at \$36,189/Year | | 36,189 |
| | LESS CAM PAYMENTS | | (36,189) |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2017 through December 31, 2017

EXPANDED SPACE

| TENANT: | <u>K-MART</u> | | |
|-------------------------|----------------|----------------|----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | TENANT'S SHARE |
| LANDSCAPING | 48,720 | 2.70% | 1,314.55 |
| SWEEPING | 77,708 | 2.70% | 2,096.71 |
| PRESSURE CLEANING | 24,387 | 2.70% | 658.01 |
| RUBBISH REMOVAL | 19,267 | 2.70% | 519.86 |
| PLUMBING REPAIRS | 664 | 2.70% | 17.91 |
| GENERAL REPAIRS & MAINT | 9,133 | 2.70% | 246.42 |
| ELECTRICITY | 22,628 | 2.70% | 610.54 |
| | EXPENSES | | 5,464 |
| | Less Payments | | (4,687.00) |
| | INVOICE AMOUNT | | 777 |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2018 through December 31, 2018

PRE-PETITION

ORIGINAL SPACE

| TENANT: | <u>K-MART</u> | | | |
|-------------------------|----------------------|----------------|--|----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | | TENANT'S SHARE |
| LANDSCAPING | 49,458 | 34.82% | | 17,220 |
| SWEEPING | 63,703 | 34.82% | | 22,180 |
| PRESSURE CLEANING | 29,980 | 34.82% | | 10,439 |
| RUBBISH REMOVAL | 20,309 | 34.82% | | 7,071 |
| PARKING LOT REPAIRS | 163,713 | 34.82% | | 57,002 |
| PLUMBING REPAIRS | 19,961 | 34.82% | | 6,950 |
| GENERAL REPAIRS & MAINT | 56,721 | 34.82% | | 19,749 |
| WATER & SEWER - MAIN | 30,880 | 34.82% | | 10,752 |
| ELECTRICITY | 17,138 | 34.82% | | 5,967 |
| STORMWATER | 41,797 | 34.82% | | 14,554 |
| MANAGEMENT FEES | 144,051 | 34.82% | | 50,156 |
| | 637,711 | | | |
| | EXPENSES | | | 222,041 |
| Beginning 10/01/03 | CAP at \$36,189/Year | | | 36,189 |
| | LESS CAM PAYMENTS | | | (36,189) |

COMMON AREA MAINTENANCE RECONCILIATION
KEY PLAZA I, INC
January 1, 2018 through December 31, 2018

EXPANDED SPACE

| TENANT: | <u>K-MART</u> | | | |
|-------------------------|---|----------------|--|----------------|
| EXPENSE | AMOUNT | PRO-RATE SHARE | | TENANT'S SHARE |
| LANDSCAPING | 49,458 | 2.70% | | 1,334.47 |
| SWEEPING | 63,703 | 2.70% | | 1,718.81 |
| PRESSURE CLEANING | 29,980 | 2.70% | | 808.92 |
| RUBBISH REMOVAL | 20,309 | 2.70% | | 547.98 |
| PLUMBING REPAIRS | 19,961 | 2.70% | | 538.59 |
| GENERAL REPAIRS & MAINT | 56,721 | 2.70% | | 1,530.43 |
| ELECTRICITY | 17,138 | 2.70% | | 462.42 |
| | EXPENSES | | | 6,942 |
| | POST-PETITION VACANCY 10/15/2018-12/31/2018 | 78 DAYS | | (1,483) |
| | INVOICE AMOUNT | | | 5,458 |



Kmart Corporation
Real Estate Accounting
2301 West Plano Parkway
Suite 201,
Plano, TX 75075
(1-888) 335-7720 Ext: 5511122

MAR 11 2019

KEY PLAZA I INC TRUSTEE LAND TRUST AGREE
50 TICE BOULEVARD
ATTN BENJAMIN J DEMPSEY, C/O
AUBURNDALE PROPERTIES
WOODCLIFF LAKE NJ 7675

STORE NO: 4725 CITY/STATE KEY WEST FL LEASE YR END DATE: JANUARY 31 2019

GROSS SALES: \$12,405,065.02

PERCENTAGE RENT (24110): \$2,025.33

LESS REAL ESTATE TAXES (24110): 0.00
UNRECOVERED TAX BALANCE \$0.00
TAXES PAID \$40,547.28
BREAKPOINT \$41,000.00
EXCESS \$0.00

LESS SEWER CHARGES (65150):

NET AMOUNT 2,025.33
Pre-Petition (02/01/18 - 10/14/18) \$1,420.50
Post-Petition (10/15/18 - 01/31/19) \$604.82
Post-Petition payment issued via \$4001980 03/01/19 (\$60.48)
Balance due-Post petition period (\$604.82-\$60.48) \$544.34

KEY PLAZA SHOPPING CENTER
2018 Real Estate Taxes Invoice
Key West, Florida

PRE-PETITION

Tenant: K-MART STORE # 4725

| | | Real Estate Taxes | |
|---|----------|----------------------|----|
| Current Tax Bill | | 192,540 | |
| Less Stormwater with applicable 4% discount | | (41,797) | |
| Less Base | | (41,000) | |
| Subtotal | | 109,743 | |
| Tenant's Pro-Rata Share | 36.0532% | 39,566 | 17 |
| | | | 30 |
| | | | 31 |
| Post-petition vacancy 10/15/18-12/31/18 | 78 DAYS | (8,455) | 78 |
| Total Payments | | 0 | |
| Total Due/ (Credit) | | <u>31,111</u> | |

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DANISE D. HENRIQUEZ, C.F.C.

TAX COLLECTOR MONROE COUNTY

2018 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| PROPERTY ID # | ESCROW CD | MILLAGE CODE | ACCOUNT # |
|---------------|-----------|--------------|-----------|
| 1068403 | | 10KW | 1068403 |

R

NOV 05 2018

0006564000000336725
 2900 N ROOSEVELT Blvd KEY WEST
 KW PLAT OF SURVEY OF LANDS ON IS
 LAND OF KEY WEST MONROE COUNTY F
 LA PT TR 9 AND PT TR 14 PB3-35 A
 ND A PARCEL OF LAND LYING SWLY O
 F 13TH ST AND A PARCEL OF LAND L
 SEE TAX ROLL FOR ADDITIONAL LEGAL

118
8 - 33772

MTC KEY PLAZA LIMITED PARTNERSHIP
 VASILIOU BASIL K
 50 TICE BLVD STE 320
 WOODCLIFF LAKE NJ 07677-7603



| AD VALOREM TAXES | | | | | |
|-------------------------------|---------------|----------------|-------------------------|---------------|-------------------|
| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE VALUE | TAXES LEVIED |
| SCHOOL STATE LAW | 1.5600 | 16,556,009 | | 16,556,009 | 25,827.37 |
| SCHOOL LOCAL BOARD | 1.7980 | 16,556,009 | | 16,556,009 | 29,767.70 |
| GENERAL REVENUE FUND | .7495 | 16,556,009 | | 16,556,009 | 12,408.73 |
| F&F LAW ENFORCE JAIL JUDICIAL | 1.9068 | 16,556,009 | | 16,556,009 | 31,569.00 |
| HEALTH CLINIC | .0394 | 16,556,009 | | 16,556,009 | 652.31 |
| FLORIDA KEYS MOSQUITO CONTROL | .4555 | 16,556,009 | | 16,556,009 | 7,541.26 |
| CITY OF KEY WEST | 2.2074 | 16,556,009 | | 16,556,009 | 36,545.73 |
| SO FL WATER MANAGEMENT DIST | .1209 | 16,556,009 | | 16,556,009 | 2,001.62 |
| OKEECHOBEE BASIN | .1310 | 16,556,009 | | 16,556,009 | 2,168.84 |
| EVERGLADES CONSTRUCTION PRJT | .0417 | 16,556,009 | | 16,556,009 | 690.39 |
| TOTAL MILLAGE | 9.0102 | | AD VALOREM TAXES | | 149,172.95 |

| NON-AD VALOREM ASSESSMENTS | | |
|--|------|------------------|
| LEVYING AUTHORITY | RATE | AMOUNT |
| KEY WEST STORMWATER | | 42,910.60 |
| <div> </div> | | |
| PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA | | |
| NON-AD VALOREM ASSESSMENTS | | 42,910.60 |

| | | | | | | |
|---------------------------------------|------------|------------|------------|------------|-----------|---|
| COMBINED TAXES AND ASSESSMENTS | | 192,083.55 | | | | See reverse side for important information. |
| NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | TAX + PEN | |
| 184,400.21 | 186,321.04 | 188,241.88 | 190,162.71 | 192,083.55 | | |

IF PAID BY

DANISE D. HENRIQUEZ, C.F.C.

TAX COLLECTOR MONROE COUNTY

2018 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| PROPERTY ID # | ESCROW CD | MILLAGE CODE | ACCOUNT # |
|---------------|-----------|--------------|-----------|
| 1068403 | | 10KW | 1068403 |

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MTC KEY PLAZA LIMITED PARTNERSHIP
 VASILIOU BASIL K
 50 TICE BLVD STE 320
 WOODCLIFF LAKE, NJ 07677-7603

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CHECKS ON U.S. BANKS ONLY TO DANISE D. HENRIQUEZ, C.F.C., P.O. BOX 1129 • KEY WEST, FL 33041-1129

(305) 295-5000

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| NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | TAX + PEN |
| 184,400.21 | 186,321.04 | 188,241.88 | 190,162.71 | 192,083.55 | |

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RETAIN THIS PORTION FOR YOUR RECORDS.
 WALK-IN CUSTOMERS
 PLEASE BRING FOR RECEIPT.

RETURN WITH PAYMENT

DANISE D. HENRIQUEZ, C.F.C.

TAX COLLECTOR MONROE COUNTY

2018 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| PROPERTY ID # | ESCROW CD | MILLAGE CODE | ACCOUNT # |
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 SEE TAX ROLL FOR ADDITIONAL LEGAL



MTC KEY PLAZA LIMITED PARTNERSHIP
 VASILIOU BASIL K
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 WOODCLIFF LAKE, NJ 07677-7603

| AD VALOREM TAXES | | | | | |
|-------------------------------|---------------|----------------|-------------------------|---------------|-----------------|
| TAXING AUTHORITY | MILLAGE RATE | ASSESSED VALUE | EXEMPTION AMOUNT | TAXABLE VALUE | TAXES LEVIED |
| SCHOOL STATE LAW | 1.5600 | 871,368 | | 871,368 | 1,359.33 |
| SCHOOL LOCAL BOARD | 1.7980 | 871,368 | | 871,368 | 1,566.72 |
| GENERAL REVENUE FUND | .7495 | 871,368 | | 871,368 | 653.09 |
| F&F LAW ENFORCE JAIL JUDICIAL | 1.9068 | 871,368 | | 871,368 | 1,661.52 |
| HEALTH CLINIC | .0394 | 871,368 | | 871,368 | 34.33 |
| FLORIDA KEYS MOSQUITO CONTROL | .4555 | 871,368 | | 871,368 | 396.91 |
| CITY OF KEY WEST | 2.2074 | 871,368 | | 871,368 | 1,923.48 |
| SO FL WATER MANAGEMENT DIST | .1209 | 871,368 | | 871,368 | 105.35 |
| OKEECHOBEE BASIN | .1310 | 871,368 | | 871,368 | 114.15 |
| EVERGLADES CONSTRUCTION PRJT | .0417 | 871,368 | | 871,368 | 36.34 |
| TOTAL MILLAGE | 9.0102 | | AD VALOREM TAXES | | 7,851.20 |

| NON-AD VALOREM ASSESSMENTS | | |
|---|------|---------------|
| LEVYING AUTHORITY | RATE | AMOUNT |
| KEY WEST STORMWATER | | 627.96 |
| <div style="text-align: center;"> <p>PAY YOUR BILL</p> </div> | | |
| PAY ONLY ONE AMOUNT IN YELLOW SHADED AREA | | |
| NON-AD VALOREM ASSESSMENTS | | 627.96 |

RETAIN THIS PORTION FOR YOUR RECORDS.
 WALK-IN CUSTOMERS
 PLEASE BRING FOR RECEIPT.

| | | | | | | |
|---------------------------------------|----------|----------|----------|----------|-----------|---|
| COMBINED TAXES AND ASSESSMENTS | | 8,479.16 | | | | See reverse side for important information. |
| NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | TAX + PEN | |
| 8,139.99 | 8,224.79 | 8,309.58 | 8,394.37 | 8,479.16 | | |

IF PAID
BY

DANISE D. HENRIQUEZ, C.F.C.

TAX COLLECTOR MONROE COUNTY

2018 REAL ESTATE

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

| PROPERTY ID # | ESCROW CD | MILLAGE CODE | ACCOUNT # |
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| 1068501 | | 10KW | 1068501 |

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MTC KEY PLAZA LIMITED PARTNERSHIP
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 SEE TAX ROLL FOR ADDITIONAL LEGAL

CHECKS ON U.S. BANKS ONLY TO DANISE D. HENRIQUEZ, C.F.C. • P.O. BOX 1129 • KEY WEST, FL 33041-1129

(305) 295-5000

| | | | | | |
|----------|----------|----------|----------|----------|-----------|
| NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | TAX + PEN |
| 8,139.99 | 8,224.79 | 8,309.58 | 8,394.37 | 8,479.16 | |

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RETURN WITH PAYMENT

K07
1234

April 29
Lease dated ~~March~~, 1983 between Market Place Property, N.V., a Netherlands Antilles corporation, as landlord (hereinafter referred to as "Landlord"), and Zayre Corp., a Delaware corporation, as tenant, (hereinafter referred to as "Tenant").

ARTICLE I

PREMISES

1.1 In consideration of the rents, agreements and conditions herein reserved and contained on the part of Tenant to be paid, performed and observed, Landlord does hereby demise and lease to Tenant, for the term hereinafter set forth, the premises described in Schedule A attached hereto as the Demised Premises ("the Demised Premises") within the shopping center described in Schedule A as the Shopping Center ("the Shopping Center").

ARTICLE II

INTER-RELATIONSHIPS

2.1 The Demised Premises are demised subject to, and with the benefit of, the easements, rights, restrictions, agreements and encumbrances (collectively called "Title Matters") set forth in Paragraph 13 of Schedule B attached hereto. Schedules A, B and C attached hereto are hereby made a part hereof and incorporated herein to the same extent as if fully set forth herein.

ARTICLE III

CONSTRUCTION

3.1 Landlord agrees that the work hereinafter described as "Landlord's Delivery Obligations" will be commenced promptly after the delivery of possession of the Demised Premises to Landlord by the current occupant thereof and will be prosecuted to completion with due diligence. Landlord's Delivery Obligations shall consist of (a) constructing a fully insulated, steel-studded (16" on-center) floor-to-roofdeck demising wall, with 5/8" plywood and 5/8" dry wall on each side, along the interior boundaries of the Demised Premises shown upon the Lease Plan and labelled NEW WALL thereon (defined in Schedule A) suitable for application of Tenant's paint and wall coverings and installations, (b) providing fully operational and completely separate electrical, water and sewer systems and electric and water meters for and within the Demised Premises, except that the Demised Premises and the premises labelled TENANT (9,217 sq. ft.) upon the Lease Plan may be served by the same sewer system, (c) separating the HVAC from all other portions of the Building, (d) putting the heating-ventilating-airconditioning system serving the Demised Premises ("HVAC"), and the electrical, plumbing and mechanical systems, fixtures and equipment serving the Demised Premises, all into good working order and condition, (e) putting the property Landlord is required to maintain (as defined in Section 8.2) all into good working order and condition and (f) putting the Demised Premises into so-called "broom clean" condition and free of all personal property of the existing occupant. Except for performance of Landlord's Delivery Obligations, as aforesaid, and the obligations of Landlord under Sections 4.5 and 8.4, Landlord shall deliver possession of the Demised Premises to Tenant, free of all occupancies, in the same condition the Demised Premises were in on December 16, 1982 ("the Inspection

Date"). The date on which Landlord shall deliver possession of the Demised Premises to Tenant in the condition required by this Section 3.1 and by Sections 4.5 and 8.4 is herein referred to as "the Delivery Date." Approximately forty (40) feet from the northerly side of the Demised Premises is an area (within the Common Area defined in Paragraph 2 of Schedule B) of approximately one hundred (100) square feet euphemistically and herein referred to as "the sink hole"; it is understood and agreed that the existence of the sink hole shall not be deemed a default by Landlord under this Section 3.1 or Section 8.2 or Paragraph 8 of Schedule B so long as Landlord shall continue to maintain the sink hole in no worse manner or condition as Landlord was maintaining the sink hole at or about the Inspection Date.

PRE-TERM
OCCUPANCY
AND POS-
SESSION

3.2 Tenant shall have the right, without payment of rent or other charge, after the execution of this lease and prior to the "Commencement Date" (hereinafter defined), whenever Tenant shall deem it appropriate, to enter the Demised Premises to inspect the same and to make such improvements thereto as it shall have the right to make ("Tenant's Work") and install therein fixtures, supplies, merchandise and other property, and Tenant shall commence such improvements therein not later than the sixtieth (60th) day after the Delivery Date. Tenant agrees that any such entry and the making of any such improvements and any such installation shall be done without unreasonably hampering Landlord's compliance with Landlord's Delivery Obligations. No such entry by Tenant shall be deemed an acceptance of the Demised Premises. Prior to the Commencement Date while Tenant may be making improvements to the Demised Premises or installing in the Demised Premises fixtures, supplies, merchandise and other property, as hereinabove provided, Tenant shall be in the Demised Premises at its own risk.

ARTICLE IV

ORIGINAL
TERM

4.1 The original term of this lease shall be a period of twenty (20) years and a fraction of a month commencing on "the Commencement Date" (hereinafter defined), and terminating on the last day of the month in which the twentieth (20th) anniversary of the Commencement Date occurs. Notwithstanding the foregoing, Tenant shall have one right, at its election, to terminate the original term of this lease on the ninth (9th) anniversary of the Commencement Date by giving Landlord notice of the exercise of its election at least six (6) months prior to the ninth (9th) anniversary of the Commencement Date accompanied by payment to Landlord of an amount equal to the product of the annual rate of minimum rent then payable by Tenant under Section 5.1 multiplied by two (2) minus Thirty Thousand Dollars (\$30,000).

OPTIONS

4.2 Tenant shall have the right, at its election, to extend the original term of this lease, or the original term as it may have been previously extended pursuant to the third sentence of this Section 4.2, an extension period of five (5) years commencing upon the expiration of the original term, or the original term as so previously extended (sometimes herein referred to as an "Extension Period" or "the First Extension Period"), provided that Tenant shall give Landlord

notice of the exercise of its election at least six (6) months, and no earlier than nine (9) months, prior to the expiration of the original term, or the original term as previously extended. In addition, Tenant shall have the right, at its election, to extend the original term, as it may have been previously extended pursuant to the provisions of this Section 4.2, three (3) additional extension periods of five (5) years each, each commencing upon the expiration of the original term as previously extended, (each sometimes herein referred to as an "Extension Period" or as the "Second", "Third" and "Fourth Extension Period(s)," respectively) provided that Tenant shall give Landlord notice of the exercise of its election at least six (6) months, and no earlier than nine (9) months, prior to the expiration of the original term as previously extended. In addition, Tenant shall have the further right, at its election, to extend the original term, or the original term as it may have been previously extended, as aforesaid, an extension period of a fraction of a year ending upon the January 31st next following the expiration of the original term, or the original term as previously extended, as the case may be, (herein referred to as "the Extra Period") provided that Tenant shall give Landlord notice of the exercise of its election at least six (6) months prior to the expiration of the original term as previously extended, as the case may be. The expression "the original term" means the period described in Section 4.1 as the original term. Prior to the exercise by Tenant of any of said elections under this Section 4.2 to extend the original term, the expression "the term of this lease" shall mean the original term; after the exercise by Tenant of any of said elections, the expression "the term of this lease" shall mean the original term as it may have been then extended. Except as expressly otherwise provided in this lease, all the agreements and conditions in this lease contained shall apply to the period or periods to which the original term shall be extended, as aforesaid. If Tenant shall give notice of the exercise of an election under this Section 4.2 in the manner and within the time provided aforesaid, the term shall be extended upon the giving of such notice without the requirement of any action on the part of Landlord.

COMMENCE- 4.3 "The "Commencement Date" shall be the later
MENT DATE to occur of the following dates:

(1) the sixtieth (60th) day after both the completion of Landlord's Delivery Obligations and the Delivery Date and the receipt by Tenant of notice thereof from Landlord;

(2) the ninetieth (90th) day after Landlord shall have delivered to Tenant all of the fully executed and acknowledged instruments referred to in Paragraph 12 of Schedule B; and

(3) the ninetieth (90th) day after Landlord shall deliver to Tenant satisfactory evidence of notice of the termination of the lease and occupancy of the current lessee of the Demised Premises, such termination to take effect as of a date no later than the date set forth in Section 4.6.

Notwithstanding the foregoing, if Tenant shall be unable to obtain a certificate of occupancy (or local equivalent) for the Demised Premises because of the

condition of the property Landlord is required to maintain (as defined in Section 8.2) or any default by Landlord under either Sections 3.1, 4.5 or 8.4 then in any such event (a) Landlord shall promptly correct such condition so that such certificate may be obtained and (b) the Commencement Date shall be ten (10) days after such certificate is obtained. The immediately preceding sentence shall not apply with respect to any condition existing in the Common Areas upon the Inspection Date. However, if the Demised Premises shall be formally opened for business with customers prior to the Commencement Date determined as above provided, such date of formal opening shall be the Commencement Date. For the purposes of this Section 4.3, (i) Landlord's Delivery Obligations shall be deemed completed notwithstanding that certain "touch-ups" or "adjustments" may be required for full completion provided that (1) neither the failure of completion nor the act of completion shall interfere with Tenant's use or enjoyment of the Demised Premises or any rights of Tenant under this lease and (2) Landlord shall diligently complete any such touch-up or adjustment upon receiving notice of the need therefor, and (ii) Landlord's obligations under clause (a) of the second sentence of Section 3.1 shall be deemed completed if neither the failure of completion nor the act of completion thereof shall interfere with the performance by Tenant of any acts referred to in the first sentence of Section 3.2 to the extent that Tenant's opening of the Demised Premises with customers shall be delayed as a result thereof; it being understood and agreed that Landlord shall diligently complete any of such obligations then incomplete upon receiving notice of the need therefor.

RECORDING

4.4 Simultaneously with the execution of this lease Landlord and Tenant shall execute an instrument, recordable in form, setting forth the parties, a description of the Demised Premises and the Shopping Center, the term, the Commencement Date and such other provisions of this lease as may be reasonably requested by either party to constitute a "short form lease" or other instrument adequate, in the opinion of Tenant, for recording purposes. Tenant shall have the right to terminate this lease by notice to Landlord prior to the sixtieth (60th) day following the date of this lease provided Tenant shall have received a report addressed to it from a title company acceptable to Tenant, or an opinion addressed to Tenant from a lawyer acceptable to Tenant which may be based upon a policy of title insurance issued previously to Landlord and a then current update thereof, that at the time of the recording of said short form lease or other such instrument Landlord was not the sole owner, in fee simple, of the Shopping Center or there were easements, rights, restrictions, agreements or encumbrances affecting the Demised Premises or the Shopping Center or any rights of Tenant under this lease, in addition to the Title Matters set forth in this lease (including Schedule B), unless Landlord shall fully discharge such easements, rights, restrictions, agreements or encumbrances, of record, within thirty (30) days after receipt of such notice from Tenant. Failure of Tenant to exercise its right to terminate this lease, if any shall arise, under the immediately preceding sentence, within the time therein provided, shall constitute a complete waiver of its right to object to such easement, right, restriction, agreement or encumbrance as shall have given rise thereto. Promptly upon execution of this lease, Landlord shall request the report or opinion referred to in the second sentence of this Section 4.4,

including in such request the further instruction that the same is to be furnished to Tenant within fifteen (15) days thereafter. Landlord and Tenant each shall pay one-half (1/2) the fee charged by the lawyer furnishing such opinion or the charge made by such title company furnishing such report, as the case may be. After the Commencement Date shall be fixed, upon the written request of either Landlord or Tenant, Landlord and Tenant will enter into an amended "short form lease" or other such instrument to fix the Commencement Date of record. After the termination of this lease or the expiration of the term, as the case may be, Landlord and Tenant will, upon the written request of either Landlord or Tenant, enter into a recordable instrument confirming the occurrence of the last day of the term of this lease as then determined.

TITLE

4.5 Landlord agrees that upon the Delivery Date, the Demised Premises and all rights of Tenant under this lease will be free and clear of all Title Matters superior in lien to the lien of this lease, except as set forth in Paragraph 13 of Schedule B of this lease. If at any time during the term of this lease, any person having a superior right to Tenant not set forth in Paragraph 13 of Schedule B shall cause an injunction to be entered against Tenant restricting Tenant's using or enjoying the Demised Premises or any rights of Tenant under this lease, and if such injunction shall not be dismissed within ninety days after Tenant shall give Landlord notice thereof, then Tenant, without waiving any other rights Tenant may have against Landlord on account thereof, may terminate this lease by giving Landlord notice thereof.

**STARTING
DEADLINE**

4.6 If performance of Landlord's Delivery Obligations shall not be commenced before July 1, 1983, then at any time thereafter but prior to the commencement thereof Tenant shall have the right at its election to terminate this lease by giving Landlord notice thereof.

**COMPLETION
DEADLINE**

4.7 If performance of Landlord's Delivery Obligations shall not be completed, and if possession of the Demised Premises shall not be delivered to Tenant before August 1, 1983, then at any time thereafter but prior to completion of Landlord's Delivery Obligations and tender of delivery of possession of the Demised Premises to Tenant, Tenant shall have the right, at its election, to terminate this lease by giving Landlord notice thereof.

**RADIUS
RESTRIC-
TION**

4.8 During the term of this lease, Tenant shall not operate a retail store containing more than forty thousand (40,000) square feet of floor area (excluding non-selling mezzanine and basement floor area from the completion thereof), other than the Demised Premises, within a radius of seven (7) miles of the Shopping Center. If at any time Tenant shall acquire any store which is in operation at the time of the acquisition thereof and is acquired together with at least three (3) other stores, then the restriction imposed by the immediately preceding sentence shall not apply to any such other stores. If at any time Tenant, or substantially all the assets of Tenant, is or are acquired by a business organization that is not affiliated with Tenant (as determined under Section 17.3), the restriction imposed by the first sentence of this Section 4.8 shall not be applicable to any store operated by such business organization at such time.

OPERATIONS

4.9. (A) Tenant shall, on or before the one hundred fiftieth (150th) day after the Commencement Date, open a store in the Demised Premises under the trade-name Zayke. Nothing in this lease shall obligate Tenant thereafter to use said tradename in connection with the Demised Premises or to keep the Demised Premises open for business at any time or times or prohibit Tenant from closing the Demised Premises for business temporarily or permanently at any time.

(B) That date on which the Demised Premises shall have been closed for retail business to customers for any period of one hundred twenty (120) consecutive days commencing after the date upon which Tenant is obligated to open the Demised Premises under Section 4.9(A) other than as the result of any cause or event referred to in Articles X or XI or Section 18.3, is herein referred to as a "Closing Date." If Tenant shall elect to close the Demised Premises for retail business for any period of one hundred twenty (120) consecutive days or more, other than as the result of any cause or event referred to in Articles X or XI or Section 18.3, then Tenant shall give Landlord notice thereof ("a Closing Notice") not less than ninety (90) days prior to the Closing Date applicable thereto. If, while the Demised Premises are closed for retail business as the result of any cause or event referred to in Articles X or XI or Section 18.3, Tenant shall elect not to re-open the same for one hundred twenty (120) consecutive additional days or more following the period of closing which resulted from the cause or event referred to in Articles X or XI or Section 18.3 then Tenant shall promptly give notice to Landlord of the exercise of such election (also "a Closing Notice"). (i) If Tenant shall give Landlord a Closing Notice when the Demised Premises are open for business then at any time between the date of receipt thereof and the thirtieth (30th) day after the Closing Date therein referred to, or (ii) if Tenant shall give Landlord a Closing Notice when the Demised Premises are not open for retail business then at any time within one hundred twenty (120) days thereafter, or (iii) if, without a Closing Notice, the Demised Premises shall have been closed for retail business to customers for any period of one hundred twenty (120) consecutive days commencing after the date upon which Tenant is obligated to open the Demised Premises under Section 4.9(A), other than as the result of any cause or event referred to in Articles X or XI or Section 18.3, then at any time within one hundred twenty (120) days thereafter, Landlord may, in any such case, elect to terminate the term of this lease by giving Tenant notice thereof ("Landlord's Notice") and the term of this lease shall then terminate on the thirtieth (30th) day after either such Closing Date or the receipt by Tenant of Landlord's Notice, whichever occurs last, to the same extent as if said day were the date set forth for the expiration of the term in Sections 4.1 and 4.2. If Landlord shall not give Landlord's Notice within the time provided above and if retail business shall thereafter be commenced in substantially all of the Demised Premises then Landlord shall have no further right to terminate the term of this lease under this Section unless and until the Demised Premises are again thereafter closed (or not re-opened, as the case may be) for retail business; it being understood and agreed that the foregoing provisions of this Section 4.9(B) shall apply to each such closing of (and failure to re-open) the Demised Premises under the circumstances stated in this Section 4.9(B). If Landlord shall not give Landlord's Notice within the time above provided

and if retail business shall not be commenced in substantially all of the Demised Premises on or before any anniversary of the Closing Date then Landlord may for a period of thirty (30) days after each such anniversary elect to terminate the term of this lease by giving Landlord's Notice and the term shall then terminate as provided in the second sentence of this Section 4.9(B). Without limiting the generality of the foregoing, it is understood and agreed that a closing of the Demised Premises for retail business following the occurrence of any cause or event referred to in Articles X or XI or Section 18.3 or for remodeling or in connection with an assignment of the interest of Tenant in this lease or a subletting of all or any part of the Demised Premises shall not be deemed a closing thereof.

ARTICLE V

MINIMUM RENT

5.1 During the term of this lease, Tenant shall pay minimum rent to Landlord at the annual rate of Three Hundred Twenty Nine Thousand Seven Hundred Twenty Two Dollars (\$329,722) per year.

5.2 All minimum rent shall be payable, without demand, in monthly installments of one-twelfth the annual rate thereof then in effect, in advance, upon the first day of each calendar month included within the term of this lease. All rent and other payments to be made by Tenant to Landlord shall be made payable to Landlord and sent to Landlord at the place to which notices to Landlord are required to be sent, unless Landlord shall direct otherwise by notice to Tenant. Rent for any fraction of a month at the commencement or expiration of the term, or in which the rate thereof changes pursuant hereto, shall be prorated on a per diem basis.

ARTICLE VI

REAL ESTATE TAXES

6.1 Tenant shall pay the real estate taxes allocable to the Demised Premises (determined as hereinafter provided) for each tax year included within the term of this lease and a pro rata portion thereof for the tax years partially included in the term at the commencement and expiration thereof. The real estate taxes allocable to the Demised Premises for any tax year shall be the sum of (A) the real estate taxes upon the Demised Premises for said tax year (excluding the land beneath the same) and (B) the product of Tenant's Fraction (hereinafter defined) and the real estate taxes for said tax year upon the land of the Shopping Center (including land under buildings) and all improvements upon the Common Areas. Tenant's Fraction is that fraction the numerator of which shall be the number of square feet of floor area in the Demised Premises and the denominator of which shall be the number of square feet of floor area in all the buildings in the Shopping Center. (Floor area of mezzanines not open to customers and incidental to ground floor retail operations shall not be counted; other mezzanine floor area, basement floor area and upper story floor area shall be counted at half actual floor area). If the Demised Premises shall not be separately assessed, but shall be assessed jointly with other improvements, an allocation shall be made to determine the real estate taxes upon the Demised Premises. Such allocation of taxes shall be made according to the assessors' records or written assessor's certifications, or in the absence thereof, by the decision of a majority of three appraisers, one design-

nated by Landlord, one by Tenant and the third by the two so designated, the expenses of such appraisers being borne equally by Landlord and Tenant, all subject to the following provisions. Real estate taxes shall not include any income, excess profits, estate, inheritance, succession, transfer, franchise, capital or other tax or assessment upon Landlord, all of which shall be the obligation of Landlord. If the Demised Premises shall not be separately assessed, the assessments on all the buildings jointly assessed shall be deemed to be uniformly assessed on a square-foot-of-floor-area basis, floor area being counted as above provided, except that (1) if additional premises (not improved existing premises) shall be first assessed as completed improvements after the Commencement Date, the real estate taxes allocable to said additional premises and the floor area of said additional premises shall be subtracted from the joint assessment and the floor area, respectively, for the purposes of applying the apportionment formula in this sentence above and (2) if any improvements to any existing building premises (not merely restoration of premises damaged by fire or other casualty) shall be first assessed as completed improvements after the Commencement Date, the real estate taxes allocable to said improvements shall be subtracted from the joint assessment for the purposes of applying said apportionment formula. Similarly taxes upon signs and upon equipment of occupants used in the conduct of their business (as distinguished from equipment used in the operation of the building, such as heating and air conditioning equipment) shall not be included in real estate taxes for the purposes of applying said apportionment formula. Tenant shall pay all ad valorem taxes allocable to such improvements in the Demised Premises, signs of Tenant and such business equipment in the Demised Premises.

6.2 The real estate taxes for any lease year shall be the real estate taxes for the tax year terminating during said lease year. If any lease year shall be greater than or less than twelve months or if the real estate tax year shall be changed, an appropriate adjustment shall be made to carry out the intent of the parties. If there shall be more than one taxing authority, the real estate taxes for any period shall be the sum of the real estate taxes for such period attributable to each taxing authority. If the number of square feet of floor area of any building shall change during any tax year, the condition existing upon the day as of which the real estate taxes are assessed for such tax year shall control.

6.3 The real estate taxes for any tax year shall mean such amounts as shall be finally determined to be the real estate taxes for said tax year, that is, the real estate taxes assessed for said tax year less any abatements, refunds or rebates made thereof. For the purpose of determining payments due from Tenant to Landlord in accordance with the provisions of this Article VI: (A) the real estate taxes for any tax year shall be deemed to be the real estate taxes assessed for said tax year until such time as the same may be reduced by abatement, refund or rebate; and (B) if any abatement, refund or rebate shall be made for such tax year, the real estate taxes for said year shall be deemed to be the real estate taxes as so reduced plus the expenses of obtaining the reduction, and an appropriate adjustment shall be made in the amount payable from or paid by Tenant to Landlord on account of real estate taxes and on account of percentage rent.

6.4 Tenant shall have such rights to contest the validity or amount of any real estate taxes as permitted by law, either in its own name or in the name of Landlord. Landlord shall cooperate with Tenant in any such contest and, in connection therewith, shall make available to Tenant such information in its files as Tenant may reasonably request. If any abatement, refund or rebate shall be obtained, the expenses of obtaining the same shall be a first charge thereon.

6.5 Landlord shall submit to Tenant copies of the real estate tax bills for each tax year. Landlord shall bill Tenant for any amount that may be payable by Tenant pursuant to the provisions of this Article VI. Said bill shall be accompanied by a computation of the amount payable. The amount payable by Tenant hereunder for any tax year shall be payable on or before the fourteenth (14th) day before the last day that Landlord may pay real estate taxes to the taxing authority for said tax year (presently November 30 of the calendar year for which taxes are assessed) in order to receive the maximum discount therefor allowed to ad valorem taxpayers, but, if Tenant shall not have received a bill therefor together with such evidence of the cost and computation thereof as Tenant may request, at least fourteen days prior to said time for payment by Landlord, then Tenant shall not be required to make such payment until fourteen days after the receipt of such bill and evidence. (If real estate taxes are payable to any taxing authority for any tax year in installments, the amount payable by Tenant hereunder shall be payable in similar installments. If real estate taxes are payable to different taxing authorities for any tax year at different times, an appropriate apportionment shall be made of the amount payable by Tenant for said tax year and the apportioned amounts shall be payable at such times). Landlord agrees that real estate taxes upon the Shopping Center shall be paid by Landlord prior to the last day that the same may be paid without penalty or interest (presently February 28 of the following calendar year). Tenant shall have the benefit of the largest discount available for early payment provided Tenant has made payment to Landlord of the amount due under this Article for such tax year at least fourteen (14) days prior to the last day Landlord may pay such amount to the taxing authority in order to obtain such discount.

6.6 Until the law of Florida is hereafter changed so as to excuse Landlord from collecting the same, Tenant shall pay to Landlord any Florida sales and use tax upon the rent and other payments payable by Tenant under this lease which is payable pursuant to Section 212.031 (1)(c) of the Florida Revenue Act of 1949, as amended from time to time, and shall make such payments at the time Florida law mandates that Landlord collect the same. Tenant may, either in its own name or in the name of Landlord, appeal or contest any such taxes, and/or the amount thereof, and, in such event (i) Landlord shall cooperate with Tenant in so doing and (ii) Tenant may defer payment thereof to the extent permitted by law.

ARTICLE VII

PERCENTAGE RENT 7.1 A "lease year" is defined to mean any twelve month period commencing upon a February 1 except, however,

(a) if Tenant shall first open the Demised Premises to customers for retail business on a day

other than the first day of February, the first lease year shall commence on the day Tenant shall first so open the Demised Premises and end on the last day of January which shall be more than six months but not more than eighteen months after the Commencement Date, and

(b) if the term of this lease shall terminate on a day other than the last day of January, the last year shall end upon such termination day and commence on that first day of February which shall be more than six months but not more than eighteen months prior to such termination day. (If a lease year of more than twelve months shall occur upon the termination of the term, any amount paid during such lease year for the first twelve months of such lease year shall be deemed a payment on account).

7.2 The "Gross Sales" for any lease year shall be the total amount of all sales of merchandise and services and lottery tickets made in, upon, about or from the Demised Premises during such lease year, in each case whether the same shall be made by Tenant or by any subtenant or concessionaire of Tenant or any such subtenant, whether for cash or on credit, whether delivered from the Demised Premises or elsewhere, except that the following shall not be included in Gross Sales for such lease year or, if previously included in Gross Sales for any lease year, the same shall be deducted from Gross Sales for said lease year, as the case may be:

(a) The amounts of all discounts, refunds, credits, allowances and adjustments made to customers;

(b) The amounts of all sales taxes or other taxes in the nature of sales taxes, whether or not the same be called sales taxes, imposed by any governmental authorities, federal, state or local, irrespective of whether the same be imposed by present or future laws;

(c) The amounts of all sales to employees of Tenant or of any subtenants or concessionaires of Tenant, which are made at discounts off prices charged to customers;

(d) The amounts received for merchandise transferred to any other place of business of Tenant or any subtenant or concessionaire of Tenant or any business organization affiliated with Tenant or any subtenant or concessionaire of Tenant, wherever located, provided such merchandise is not used to fill a sale made in, upon or from the Demised Premises; and the amounts received for merchandise returned to suppliers for credit;

(e) Interest or other carrying charges on lease, credit or time sales;

(f) The amounts charged to customers for mailing, delivery, alterations or other services where the service is rendered to the customer without profit;

(g) Unpaid balances of credit sales which shall be charged off as "bad debts", provided that if at any time after any such unpaid balance shall be so charged off, but prior to the expiration of the term of this lease, any amount shall be col-

lected on account thereof, such amount shall then be included in Gross Sales;

(h) The amounts paid by customers and commissions received by Tenant in connection with the following customer conveniences: sale of postage stamps, public telephone, weighing machines, parcel lockers, payments of public utility bills, cashing of checks, and issuance of money orders and register checks;

(i) The amounts received from sales of distressed, damaged or obsolescent merchandise sold to other than retail customers, and the amounts received from sales of used trade fixtures and store operating equipment which have been used in the Demised Premises;

(j) The amounts received from vending machine sales or cafeteria or luncheonette sales where such vending machines, cafeteria or luncheonette sales are for the convenience of employees and not open to customers;

(k) The taxes received upon the sale of cigarettes, cigars and tobacco; and

(l) The amounts received from concessionaires of Tenant for occupancy, for services rendered to concessionaires by Tenant, or for supplies or equipment furnished to concessionaires by Tenant.

Notwithstanding anything herein to the contrary:

(i) except for such of the same as are expressly excluded by the provisions immediately preceding, the amounts of all sales of merchandise or services through vending machines operated by concessionaires of Tenant whose operations upon the Demised Premises consist solely of vending machines shall not be included in Gross Sales, but, in lieu thereof, the rent received by Tenant from concessionaires operating such vending machines shall be included in Gross Sales, and

(ii) there shall not be included in Gross Sales the amounts paid by customers to concessionaires operating travel departments, insurance sales departments, finance company departments or banking departments or similar service departments, or to legal services departments, medical or dental departments or other departments which provide professional services, or to concessionaires who pay an occupancy fee to Tenant independent of sales; but, in lieu thereof, the rent received by Tenant from the concessionaires operating such departments shall be included in Gross Sales.

7.3 Tenant shall pay to Landlord, for each lease year included within the term of this lease, in addition to the minimum rent, the amount, if any, by which the Tax Excess, if any, for said lease year shall be less than the tentative percentage rent for said lease year. The tentative percentage rent for each lease year included within the term of this lease shall be the following sum:

- (1) one-half per cent (.5%) of so much of the Gross Sales for said lease year as shall be between Twelve Million Dollars (\$12,000,000) and Thirteen Million Dollars (\$13,000,000) for said lease year;

- (ii) one per cent (1%) of the next One Million Dollars (\$1,000,000) of the Gross Sales for said lease year;
- (iii) two per cent (2%) of the next One Million Dollars (\$1,000,000) of the Gross Sales for said lease year;
- (iv) one and three-quarters per cent (1.75%) of the next One Million Dollars (\$1,000,000) of the Gross Sales for said lease year; and
- (v) one and one-half per cent (1.5%) of all remaining Gross Sales for said lease year.

Said amount is herein sometimes called "percentage rent". If any lease year shall be greater than or less than twelve (12) months, the aforesaid amounts (sometimes herein called "Breaking Points") of Twelve Million Dollars (\$12,000,000), Thirteen Million Dollars (\$13,000,000) and One Million Dollars (\$1,000,000) shall be increased or decreased for said lease year in the same proportion that said lease year shall be greater than or less than twelve (12) months.

7.4 "The Base Year" shall be the first full tax year (for purposes of assessing real estate taxes upon the Shopping Center) commencing after the Commencement Date. "The Base Taxes" shall be the real estate taxes allocable to the Demised Premises for the Base Year (determined under Article VI) less any portion of said real estate taxes attributable to an increase in the assessed valuation of the Shopping Center not resulting from Tenant's Work over the assessed valuation thereof for the immediately preceding tax year. The Tax Excess for any lease year shall be the amount payable by Tenant, referred to in Article VI, on account of real estate taxes for said lease year in excess of the Base Taxes.

7.5 On or before the seventy-fifth day after the expiration of each lease year, Tenant shall submit to Landlord a statement signed by an authorized officer of Tenant, showing the Gross Sales for said lease year, and at such time Tenant shall pay to Landlord the percentage rent, if any, due for said lease year. Tenant agrees that it will keep in its principal accounting office true and accurate records, in accordance with generally accepted accounting practices for retail stores, showing all sales made in, upon or from the Demised Premises and that Landlord and its duly authorized agents may, from time to time and at reasonable times during Tenant's business hours, upon five days written notice to Tenant, examine and audit such records for the purpose of verifying the aforesaid statements submitted by Tenant to Landlord. Acceptance by Landlord of Tenant's payment of percentage rent shall not preclude either party hereto from challenging the accuracy thereof, except that Tenant may not challenge the accuracy of any payment of percentage rent more than six (6) months after Tenant has paid the same. If Landlord does not give Tenant notice that it challenges any statement or payment within one year after the expiration of the lease year to which such statement or payment relates, said statement or payment shall be deemed final and conclusive, and the obligation of Tenant to keep available for Landlord's examination the sales records upon which said statement or payment was based shall cease. If the first or last lease year shall exceed twelve months, an interim statement (but no payment) of sales from the commencement of said lease year to the first January 31st within said lease year shall be submitted to Landlord within seventy-five days after said January 31st and the sales for such interim period

shall be again included in the statement of sales for said lease year submitted within seventy-five days after the expiration of said lease year.

ARTICLE VIII

TENANT'S REPAIRS

8.1 Tenant shall make all repairs and alterations to the property which Tenant is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in as good repair and condition as the same are in on the Commencement Date or which may be required by any laws, ordinances or regulations of any public authorities having jurisdiction, reasonable wear and tear excepted and subject to Articles X and XI of this lease. Upon the expiration or other termination of the term of this lease, Tenant shall remove its goods and effects and those of all persons claiming under it and shall yield up peaceably to Landlord the Demised Premises with so much of the same as Tenant is obligated to maintain pursuant to the provisions of this Section 8.1 in as good repair and condition as the same were in on the Delivery Date, reasonable wear and tear excepted and subject to Articles X and XI of this lease. However, notwithstanding anything in this lease contained to the contrary, Landlord, not Tenant, shall make all repairs and alterations to the property which Tenant is required to maintain which may be required as the result of repairs, alterations, other improvements or installations made by Landlord or Landlord's agents. The property which Tenant is required to maintain is the loading dock of the Demised Premises, the sump pumps and catch basin in the loading pit serving the Demised Premises, all windows, plate glass and doors of the Demised Premises, and the interior of the Demised Premises, including, without limitation, the HVAC, any fixture or appurtenance composed of glass and all utilities conduits, fixtures and equipment within the Demised Premises serving the Demised Premises exclusively, but excluding all property which Landlord is required to maintain as below provided. In addition, Tenant shall make any repairs to the property Landlord is required to maintain which are required as a result of a default by Tenant hereunder in making repairs to the property Tenant is required to maintain.

LANDLORD'S REPAIRS

8.2 Landlord shall make all repairs and alterations to the property which Landlord is required to maintain, as hereinafter set forth, which may be necessary to maintain the same in good repair and condition or which may be required by any laws, ordinances or regulations of any public authorities having jurisdiction, subject to Articles X and XI. However, notwithstanding anything in this lease contained to the contrary, Tenant, not Landlord, shall make all repairs and alterations to the property which Landlord is required to maintain which may be required as the result of repairs, alterations, other improvements or installations made by Tenant or any subtenant or concessionaire of Tenant or the agents of any of them, including without limitation, any installations by any of them upon the Pylon Sign (defined in Paragraph 3 of Schedule B). The property which Landlord is required to maintain is the foundation, the roof, the exterior walls, the roof drainage system, the canopy, the structural parts of the Demised Premises, plus all Common Areas and Common Facilities of the Shopping Center, and, to the extent not included in the foregoing, all utilities conduits, fixtures and equipment serving the Demised Premises which serve other premises or are located within the

Shopping Center but outside the Demised Premises, including, without limitation, slab-floors, but excluding all glass, windows and doors. In addition, Landlord shall make any repairs to the property Tenant is required to maintain which are required as a result of a defect in, or failure of repair of, the property Landlord is required to maintain. Notwithstanding anything in Section 18.9 contained to the contrary, if Landlord shall, pursuant to the foregoing provisions of this Section 8.2, make any repairs to any sewer pipes serving the Demised Premises exclusively which are necessitated as the result of any objects deposited in the drains or toilets of the Demised Premises for which the same were not designed then Tenant shall, upon receipt of reasonable evidence thereof, reimburse Landlord for the reasonable cost to Landlord of making such repairs.

SPECIAL
REPAIRS
AND
NOTICES

8.3 Landlord shall make any repairs or alterations that shall be required at any time during the term of this lease as a result of movement of the building upon the Demised Premises such as settling, or as the result of settling of the Common Areas. Landlord agrees that it will give to Tenant the benefit of all guarantees it may have from its contractors or materialmen and that Tenant may enforce such guarantees either in Tenant's name or in Landlord's name, to the extent assignable. Each party shall give the other party prompt notice of the requirement of any repairs and alterations then to be made by the other party under this Article VIII promptly after such party first has knowledge thereof.

UTILITIES

8.4 Landlord agrees that on the Delivery Date the Demised Premises shall be connected to the electric lines serving the municipality wherein the Demised Premises are located and to the water and sewer systems of such municipality. Landlord agrees that on the Delivery Date (i) all such water and electricity shall be in such amounts per unit of time as existed on the Inspection Date and (ii) all such sewerage disposal facilities shall be of such capacity as existed on the Inspection Date. Landlord shall not take any action which shall interrupt, or interfere with, any electric, gas, water, sewerage or telephone service to the Demised Premises, except as may be necessary in the case of emergency or in connection with the making of repairs.

ARTICLE IX

ALTERATIONS

9.1 Tenant agrees that all repairs, alterations, other improvements or installations made by Tenant to or upon the Demised Premises, including without limitation, pursuant to Articles III and X, shall be done in a good and workmanlike manner and in conformity with all laws, ordinances and regulations of all public authorities having jurisdiction and in a manner which shall not interfere with the operation of the businesses in the Shopping Center, that materials of good quality shall be employed therein, that the structure of the Demised Premises shall not be endangered or impaired thereby, that the Demised Premises shall not be diminished in value thereby, and that, except for signs, antennae and heating, airconditioning and utilities equipment Tenant is permitted to erect and maintain pursuant to the provisions of this lease, neither the perimeter of the Demised Premises nor the height of the

Demised Premises shall be increased without the written consent of Landlord. Tenant agrees that Tenant shall not make any alterations to the foundation, roof, exterior walls, gutters, downspouts, canopy or any structural parts of the Demised Premises without first submitting plans and specifications therefor to Landlord and obtaining Landlord's approval thereof. Failure of Landlord to give notice of approval or disapproval of said plans and specifications within thirty days after receipt thereof shall be deemed approval. Notwithstanding the foregoing, Tenant may, from time to time, without the consent of Landlord, make any non-structural changes to the exterior of the Demised Premises (other than the roof) which will be consistent with the exterior appearance of a majority of the other premises which are then operated in Florida under the same tradename as is then used in the operation of the Demised Premises and which were renovated during the immediately preceding period of four (4) years. All salvage in connection with any work done by Tenant pursuant to provisions of this Article shall be disposed of by Tenant. It is agreed and understood that Landlord will accept the Demised Premises as altered pursuant to the provisions hereof without any obligation upon Tenant to restore the Demised Premises to their former condition. Notwithstanding the foregoing, Tenant shall not separate the Demised Premises into premises which shall appear to the public as more than four separate units and the Demised Premises shall always contain at least one separate unit containing fifty thousand (50,000) or more square feet of floor area.

9.2 (A) Landlord agrees that Tenant may erect and maintain its usual signs, from time to time, upon the exterior of the Demised Premises and the usual signs, from time to time, of any subtenant of Tenant, but Tenant may not attach any sign to the roof. For purposes of the immediately preceding sentence, "usual signs" shall mean signs similar to the signs used on a majority of stores then operated in Florida under the same tradename as is then used in the operation of the Demised Premises. Landlord further agrees that Tenant may erect and maintain upon the parapet, but not upon the roof, of the Demised Premises antennae for electronic receivers and transmitters in the Demised Premises and that Tenant may erect and maintain upon the roof and on the adjacent ground, utilities equipment serving the Demised Premises.

(B) If Tenant shall elect not to install its identification sign upon the Pylon Sign (defined in Paragraph 3 of Schedule B), then Tenant may erect a separate free standing sign and all appurtenances thereto in the Common Areas at the northwesterly corner of Parcel 2, advertising Tenant's business in the Shopping Center, including without limitation, a pylon, an identification panel, the base, the utilities service therefor and all other appurtenances thereto, (herein referred to as "Tenant's Pylon." The precise location and general appearance of Tenant's Pylon shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, and, in any event, Landlord shall not withhold its approval of such color, size or style as is then Tenant's typical identification panel. Landlord shall cooperate with Tenant in obtaining all permits as shall be required by law for the installation of Tenant's Pylon. On or before the ninetieth (90th) day prior to the Commencement Date Landlord

The supporting documents for this claim are too voluminous to include in the proof of claim PDF. They are available upon request by emailing searsinfo@primedclerk.com or by calling 844-384-4460.

ORIGIN ID: GMVA (201) 930-8800
 AMANDA CANNONE
 AUBURNDALE PROPERTIES, INC.
 50 TICE BLVD
 SUITE 320
 WOODCLIFF LAKE, NJ 07677
 UNITED STATES US

SHIP DATE: 09APR19
 ACTWGT: 1.00 LB
 CAD: 4160829/MET4100

BILL SENDER

TO SEARS HOLDINGS CORPORATION
 CLAIMS PROCESSING CENTER
 C/O PRIME CLERK LLC
 850 3RD AVENUE, SUITE 412
 BROOKLYN NY 11232

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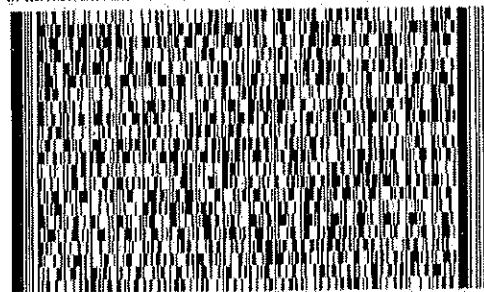
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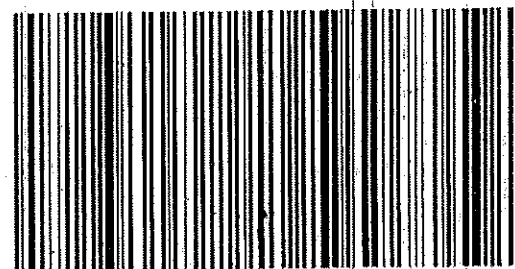
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